

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

ZEBRA TECHNOLOGIES CORPORATION,

Plaintiff,

v.

ZEBRA MEDICAL VISION LTD.,

Defendant.

Case No. 1:20-cv-796

The Honorable _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Zebra Technologies Corporation, by its attorneys, for its Complaint against Zebra Medical Vision LTD., alleges as follows:

Nature of The Action

1. Zebra brings this civil action seeking damages and injunctive relief for trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, the Illinois Deceptive Trade Practices Act, 815 ILCS §§ 510/1 *et seq.* and Illinois common law.

The Parties

2. Plaintiff Zebra Technologies Corporation (“Zebra Technologies”) is a corporation organized under the laws of Delaware, having a place of business at 3 Overlook Point, Lincolnshire, Illinois 60069.

3. On information and belief, Defendant Zebra Medical Vision LTD. (“Zebra Medical”) is a corporation organized and existing under the laws of Israel, having a principal place of business at Shefayim Commercial Center, Kibbutz Shefayim, 6099000, Israel.

Jurisdiction and Venue

4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) and 15 U.S.C. § 1121(a).

5. This Court has supplemental jurisdiction over the remaining claims asserted in this Complaint pursuant to 28 U.S.C. § 1367 because the state law claims are so related to the federal claims that they form part of the same case or controversy, and they are derived from a common nucleus of operative facts.

6. Jurisdiction and venue for this action are proper in the Northern District of Illinois.

7. This Court has personal jurisdiction over Defendant. On information and belief, Defendant has done and is doing substantial business in this Judicial District, both generally and, on information and belief, with respect to the allegations in this Complaint, including Defendant's one or more tortious acts in this Judicial District.

8. Venue is proper in this Judicial District under 28 U.S.C. § 1391(b) because a substantial number of the events that form the basis of this Complaint took place in this Judicial District.

9. Venue is also proper under 28 U.S.C. § 1391(c)(3) because, on information and belief, Zebra Medical does not reside in the United States.

Zebra Technologies' Business

10. Zebra Technologies' portfolio of products and services includes barcode printing, mobile computing, data capture devices, locationing products, data platforms, software, supplies, and related services.

11. Zebra Technologies has for decades offered and continues to offer products and services in a number of industries, including but not limited to healthcare, retail, transportation and logistics, and manufacturing.

12. Zebra Technologies' healthcare customers have included Siemens and GE.

13. Zebra Technologies has sold products to hospitals, including to radiology departments, since at least as early as 1982.

14. Zebra Technologies sells ZEBRA-brand printers designed for hospitals, which are used in, among other departments, radiology departments.

15. For example, a Zebra ZD510-HC healthcare wristband printer is depicted below.



16. A portion of a 2015 user manual for the Zebra ZD410 Healthcare Model Direct Thermal Desktop Printer is shown below.

This section introduces you to your new Zebra® ZD410 desktop thermal label printer. It describes what you get in your shipping box and provides an overview of printer features. It also includes procedures that describe how to open and close the printer and report any problems.

This user's guide provides all the information you need to operate your printer on a daily basis. Other publications are available to assist with service, network configuration and operation, printer utilities and applications, software development kits, and more. All publications are available on the Zebra Web site.

Your printer, when connected to a host computer, functions as a complete system for printing labels, tags, tickets, and receipts.

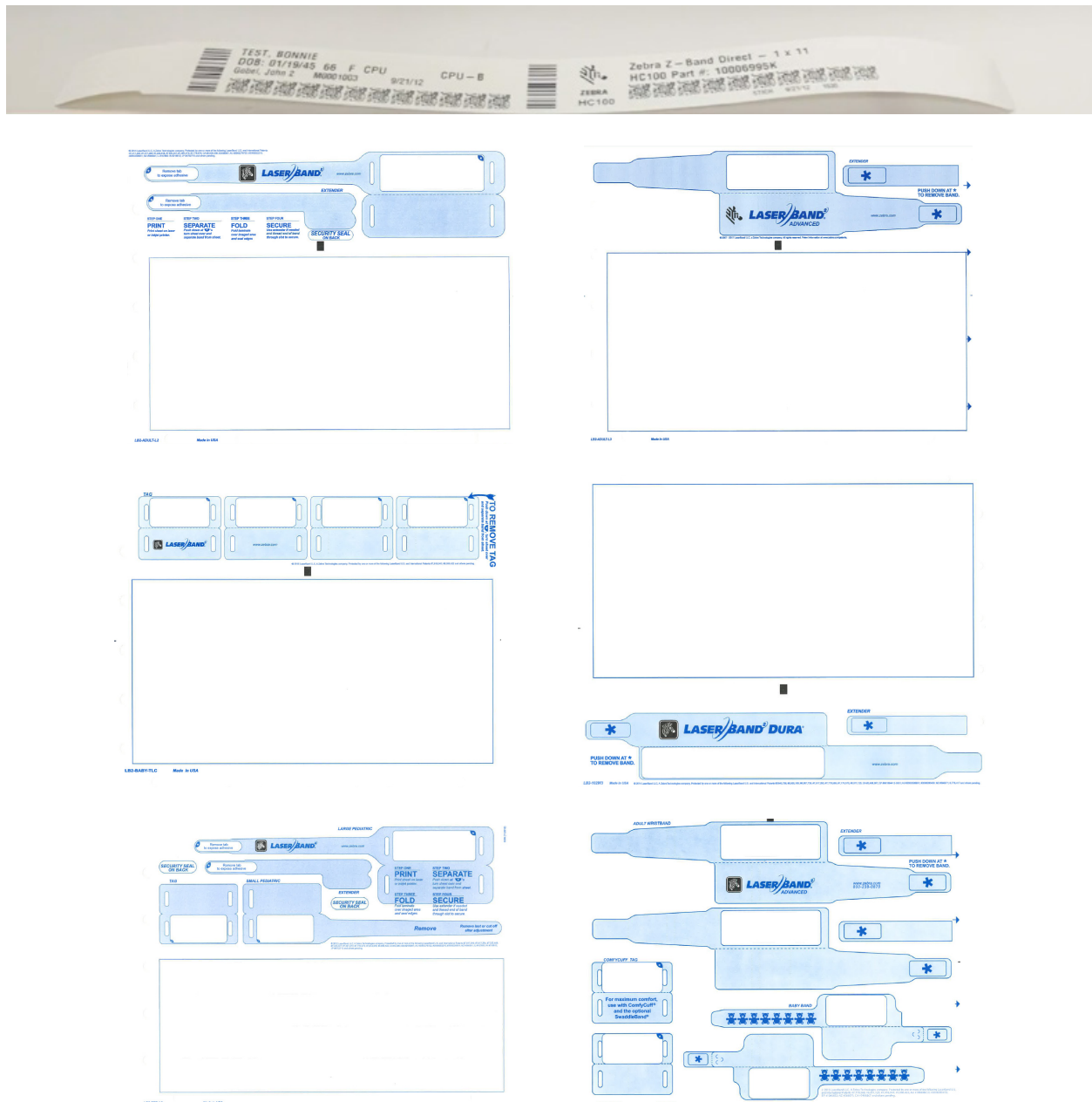
ZD410 Direct Thermal Printers

The Zebra® ZD410 models are desktop label printers with the widest range of features and options.

- The 203 dpi (dots per inch print density) version printer provides direct thermal printing at speeds up to 152.4 mm/s (6 ips - inches per second).
- The 300 dpi version printer provides direct thermal printing at speeds up to 101.6 mm/s (4 ips).
- Includes ZD410 Healthcare printer models with plastics that withstand common hospital cleaning chemicals and a medical grade power supply.
- These printers support ZPL™ and EPL Zebra printer programming languages and a wide variety of options.

17. Zebra Technologies also sells ZEBRA-brand patient identification wristbands that are used in hospitals, including in radiology departments.

18. For example, the images below include representative examples of ZEBRA patient identification wristbands.



19. Zebra Technologies sells ZEBRA-brand scanners that are used in hospitals, including in radiology departments.

20. For example, the image below depicts Zebra's DS8100-HC healthcare scanner.



21. Zebra Technologies sells labels specifically designed for radiology departments.

22. The image from a 2013 Zebra Healthcare Solutions Brochure shown below describes, among other things, how radiology departments can use its labels in connection with the delivery of radiological services.

IDENTIFY, TRACK AND MANAGE

ZEBRA BARCODE APPLICATIONS

Admissions

With Zebra's HC100™ Patient I.D. Solution, admissions staff can produce on-demand barcoded, antimicrobial-coated, long-lasting wristbands so patients can be accurately identified throughout their hospital stay.

The cornerstone of patient safety, Zebra wristband print solutions enable immediate access to critical patient information at the bedside and across all hospital departments.



Patient bedside



Medical errors claim as many as 98,000 American lives each year, according to the Institute of Medicine. To dramatically reduce errors, bring barcoding to the point of care. Simply have caregivers scan Zebra-printed barcodes on their own ID badge, the patient's wristband and the medication before administration...the blood bag before transfusion...or the food tray before delivery. And to ensure specimens are associated with the right patient, clinicians can immediately label blood or specimen draws at the bedside with a Zebra® QLn220™ mobile printer. Using barcoding for identification and verification at the bedside not only reduces errors, but improves process efficiency and cost effectiveness.

"By expanding our use of barcode technology to include specimen collection, we were able to further enhance safety for our patients and provide the highest possible standard of care."

Margaret Herrin, Director of Laboratory Services, Hamilton Medical Center

APPLICATIONS THROUGHOUT THE HEALTHCARE ORGANIZATION

- Antimicrobial wristbanding in admissions and the emergency department
- Bedside medication administration, specimen labeling, diet management
- Unit-dose labeling in pharmacy
- Specimen labeling in the lab
- Blood bag labeling in the blood bank
- Film labeling in radiology
- Surgical site verification
- ID badges encoded with patient ID and treatment details to ensure correct treatment in oncology

- Physician and staff ID badges
- Shipping and receiving
- Kiosk printing for self-service patient registration, way finding, and insurance co-pays
- Prescription printing that meets new Centers for Medicare and Medicaid Services (CMS) standards for tamper-evident scripts
- Labeling materials, supplies, medical records and assets like high-value equipment, for quick and easy location throughout the hospital

"These are thermal, on-demand printers. They create dense, high-quality symbols that carry more than enough information. Plus, the output survives the rigors of hospital life, achieving the high read rates necessary to streamline labeling in the pharmacy and scanning on the floors."

Robert Raschke, Manager of Electronic Health Record Systems and Information Services, Aurora Health Care

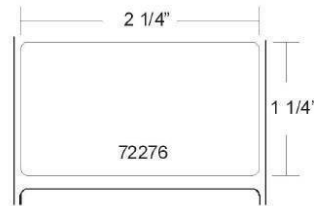
23. Images from Zebra Technologies' February 2013 and December 2019 Healthcare Price Lists, respectively, are shown below.



Healthcare Price List

Specialty**Radiology****Z-Select 4000D**

A direct thermal, bright white coated paper label with an all-temp permanent acrylic adhesive



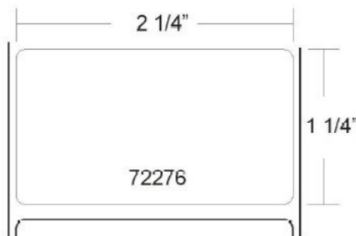
Size (inches)	ID	OD	Part Number	Quantity Per Roll	Rolls Per Carton	Carton Weight	Stock MTO	Price Per Roll	Price Per M
2.25" x 1.25"	3"	8"	72276	3,770	8	24 lbs.	Stock	\$23.92	\$6.34

(February 2013)

Healthcare Price List

**Specialty****Radiology****Z-Select 4000D Specialty**

A direct thermal, bright white coated paper label with an all-temp permanent acrylic adhesive.



Size			Part #	ID, OD	Amount/roll	Rolls/carton	Carton Weight	Stock/MTO	Price/roll	Price/M
W	x	L								
2.25	x	1.25	72276	3" ID, 8" OD	3,770	8	24 lbs.	Stock	\$28.64	\$7.60

(December 2019)

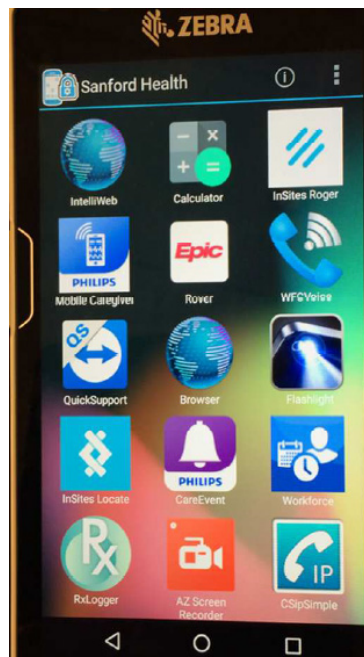
24. Zebra Technologies sells ZEBRA-brand mobile devices, including both tablets and smartphones, to hospitals and other facilities to assist healthcare practitioners with patient care.

25. Zebra Technologies' ZEBRA-brand mobile devices compliment, interface with, and/or support software that radiology departments use.

26. Zebra Technologies' mobile devices are point-of-care, patient-health management tools that provide caregivers real-time patient health information and that connect to medical equipment patients' vital signs, radiology results, lab results, and electronic medical records, among other relevant information.

27. Zebra Technologies' products integrate with third-party healthcare software, including Epic Systems Corporation's EPIC medical records software.

28. The image below shows a ZEBRA-brand mobile device that includes some, but not all, of the third-party software applications that run on Zebra Technologies' devices.



29. Zebra Technologies' scanners, mobile computers, and software management tools are used in major hospitals worldwide, including throughout the United States and in this District.

30. Zebra Technologies offers software and internet-based solutions in the healthcare space.

31. Zebra Technologies' software solutions include ZEBRA SAVANNA, a cloud-based platform that interfaces with third-party independent software vendors ("ISV") in the healthcare sector.

32. Zebra Technologies attends and presents at healthcare tradeshows, including without limitation the upcoming HIMSS Global Health Conference & Exhibition in Orlando, Florida, from March 9-13, 2020.

33. Zebra Technologies is routinely written about and referred to as ZEBRA in Forbes, Reuters, Venture Beat, Yahoo Finance, among many other publications.

Zebra Technologies' ZEBRA Marks

34. Zebra Technologies owns common law and federally registered trademark rights in numerous marks comprised of or containing the word ZEBRA and in multiple ZEBRA design marks (collectively, the "ZEBRA Marks").




35. Zebra Technologies uses its ZEBRA Marks in connection with a wide variety of products and services (the "ZEBRA Products and Services"), including without limitation computer software and hardware that allow viewing, analyzing, filtering and managing data from people, devices, machines, and equipment.



36. Zebra Technologies uses the ZEBRA Marks to advertise the ZEBRA Products and Services throughout North America and overseas, including to residents of the Northern District of Illinois, through various media such as catalogs and the website located at www.zebra.com.

37. Zebra Technologies has expended substantial resources in marketing, advertising, and promoting the ZEBRA Marks, and Zebra Technologies' extensive and continuous marketing, advertising and sale of ZEBRA Products and Services under the ZEBRA Marks has generated substantial goodwill and customer recognition in the ZEBRA Marks.





38. Zebra Technologies has derived substantial revenues from its sales of products and services under the ZEBRA Marks.

39. In addition to its robust common law rights in the ZEBRA Marks, Zebra Technologies owns the following registrations with the United States Patent and Trademark Office (“USPTO”) (the “ZEBRA Registrations”):

Mark	Reg. No.	Reg. Date	Representative Goods/Services
ZEBRA	1,274,816	April 24, 1984	Machines for printing labels, tags and tickets with optically scannable bar codes, alphanumeric characters and graphics.
	1,360,141	Sept. 17, 1985	Label printer device for printing labels, tags, tickets and the like with optically scannable bar codes, alphanumeric characters and graphics.
	1,561,793	Oct. 24, 1989	Label printing machines.
ZEBRA	1,566,752	Nov. 21, 1989	Label printing machines.
ZEBRA	2,173,307	July 14, 1998	Software for enabling a general-purpose computer to print and/or read bar code.
	2,059,897	May 6, 1997	Software for enabling a general-purpose computer to print and/or read bar code.
ZEBRA	3,043,779	Jan. 17, 2006	Radio frequency identification, RFID, smart tags and labels featuring embedded microchips, integrated circuits, antennas and transponders for recording, receiving, storing, encoding, updating and transmitting data; printers, print engines and printer modules for testing RFID transponders, reading and writing RFID data,

Mark	Reg. No.	Reg. Date	Representative Goods/Services
			and creating encoded smart tags and labels by applying RFID components.
	3,043,780	Jan. 17, 2006	Radio frequency identification, RFID, smart tags and labels featuring embedded microchips, integrated circuits, antennas and transponders for recording, receiving, storing, encoding, updating and transmitting data; printers, print engines and printer modules for testing RFID transponders, reading and writing RFID data, and creating encoded smart tags and labels by applying RFID components.
	4,128,950	April 17, 2012	Computerized database management services; and business consulting services in the field of computer-based printing, computer software and computer products, printers, data security, access control devices, membership cards, gift cards, and financial cards. Custom design and development of computer hardware, computer software; non-downloadable software services, namely, providing temporary use of non-downloadable software for real-time location system.
ZEBRA	4,128,951	April 17, 2012	Computerized database management services; and business consulting services in the field of computer-based printing, computer software and computer products, printers, data security, access control devices, membership cards, gift cards, and financial cards. Custom design and development of computer hardware, computer software; non-downloadable software services, namely, providing temporary use of non-downloadable software for real-time location system.
ZEBRA MOTIONWORKS	4,616,270	Oct. 7, 2014	Temporary use of non-downloadable software for tracking physical movement for use with motion-detecting sensors.
ZEBRA	4,786,639	Aug. 4, 2015	Computer software and hardware that allows real-time exchange of information with and access to information from people, devices,

Mark	Reg. No.	Reg. Date	Representative Goods/Services
			<p>machines and equipment; computer software and hardware that allows viewing, analyzing, filtering and managing data from people, devices, machines and equipment; computer software and hardware that allows remote updating, managing and configuring devices, machines and equipment; computer software and hardware used to build logical workflow from data; computer software and hardware used to transfer information to devices wirelessly and manage wireless devices.</p> <p>Consultancy services in the nature of advising and assisting with installation, modification and maintenance of computer hardware that allows real-time exchange of information with and access to information from people, devices, machines and equipment and applications that interact with that data.</p> <p>A wide variety of software as a service (SAAS) services.</p>
ZEBRA	4,969,397	May 31, 2016	<p>Computer software and hardware that allows real-time exchange of information with and access to information from people, devices, machines and equipment; computer software and hardware that allows viewing, analyzing, filtering and managing data from people, devices, machines and equipment; computer software and hardware that allows remote updating, managing and configuring devices, machines and equipment; computer software and hardware used to build logical workflow from data; computer software and hardware used to transfer information to devices wirelessly and manage wireless devices.</p> <p>Consultancy services in the nature of advising and assisting with installation, modification and maintenance of computer hardware that allows real-time exchange of information with and access to information from people, devices, machines and equipment and applications that interact with that data.</p>

Mark	Reg. No.	Reg. Date	Representative Goods/Services
			A wide variety of software as a service (SAAS) services.
ZEBRA	4,685,817	Feb. 10, 2015	Bar code readers and scanners.
	4,685,819	Feb. 10, 2015	Bar code readers and scanners.
ZEBRA	4,969,397	May 31, 2016	A wide variety of goods and services in Classes 9, 16, 20, 35, 37, 38 and 42.
	4,979,125	June 14, 2016	A wide variety of goods and services in Classes 9, 16, 20, 35, 37, 38, 40, 41 and 42.
	5,032,415	Aug. 30, 2016	A wide variety of goods and services in Classes 9, 16, 20, 35, 37, 38 and 42.
	5,036,901	Sept. 6, 2016	<p>Computer software and hardware that allows real-time exchange of information with and access to information from people, devices, machines and equipment; computer software and hardware that allows viewing, analyzing, filtering and managing data from people, devices, machines and equipment; computer software and hardware that allows remote updating, managing and configuring devices, machines and equipment; computer software and hardware used to build logical workflow from data; computer software and hardware used to transfer information to devices wirelessly and manage wireless devices.</p> <p>Consultancy services in the nature of advising and assisting with installation, modification and maintenance of computer hardware that allows real-time exchange of information with and access to information from people, devices, machines and equipment and applications that interact with that data.</p>

Mark	Reg. No.	Reg. Date	Representative Goods/Services
			A wide variety of software as a service (SAAS) services.
ZEBRA ONECARE	5,312,229	Oct. 17, 2017	Repair of computer technology hardware, printers, mobile computers, scanners, kiosks, RFID components, environmental sensing and security systems, and real-time location systems; Technical support services, namely, troubleshooting in the nature of the repair of computer technology hardware in the fields of printers, mobile computers, scanners, kiosks, RFID components, environmental sensing and security systems, and real-time location systems; Installation of computer technology hardware, printers, mobile computers, scanners, kiosks, RFID components, environmental sensing and security systems, and real-time location systems. A wide variety of information technology and computer technology consultation and design services.

Printouts from the USPTO reflecting the current status of the ZEBRA Registrations are attached at **Exhibit A**.

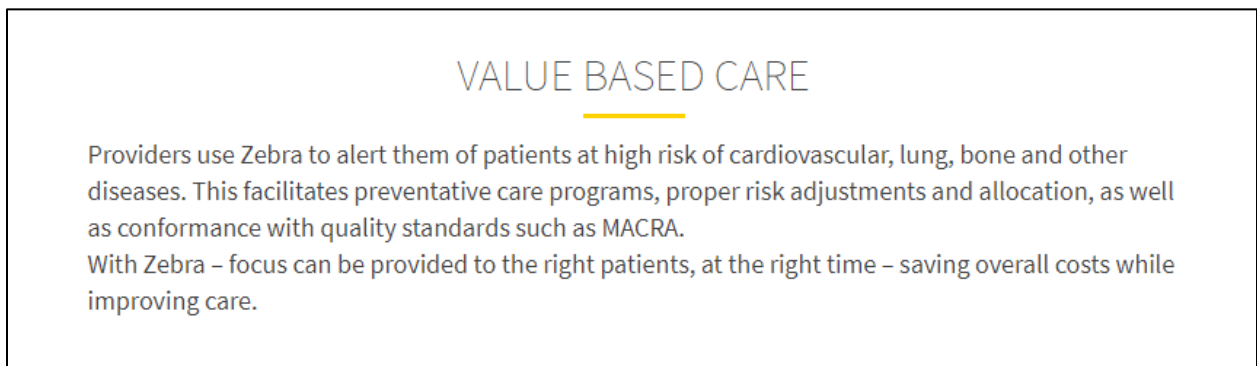
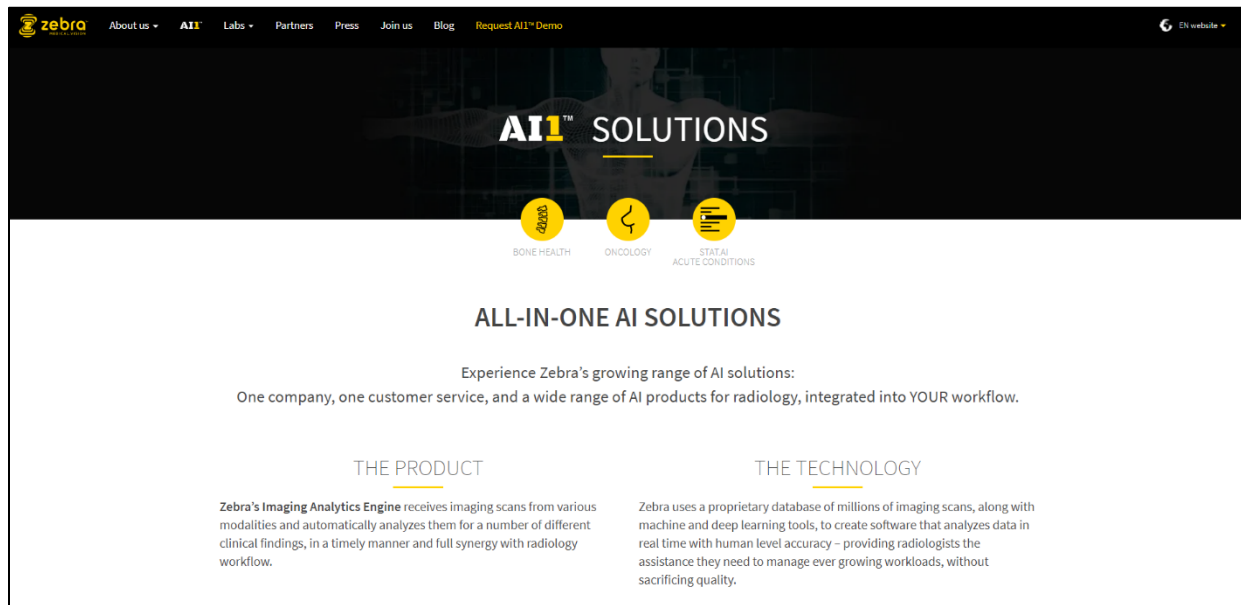
40. U.S. Trademark Registration Nos. 1,274,816; 1,360,141; 1,561,793; 2,173,307; 2,059,897; 3,043,779; 3,043,780; 4,128,951 and 4,128,950 have been declared incontestable pursuant to 15 U.S.C. § 1065.

41. Zebra Technologies' rights under the ZEBRA Marks are entitled to protection from unfair competition, infringement, and injury to the marks and the goodwill represented by such marks.

Defendant's Unlawful Acts

42. On information and belief, Zebra Medical advertises and sells software in connection with the house mark ZEBRA to distributors, hospitals, healthcare systems, and/or medical professionals throughout the United States and in this District.

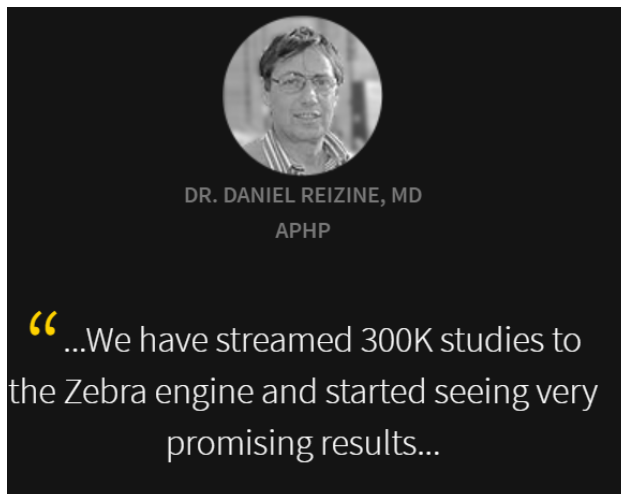
43. Examples of Zebra Medical's use of the ZEBRA house mark on its website located at www.zebra-med.com are depicted below.



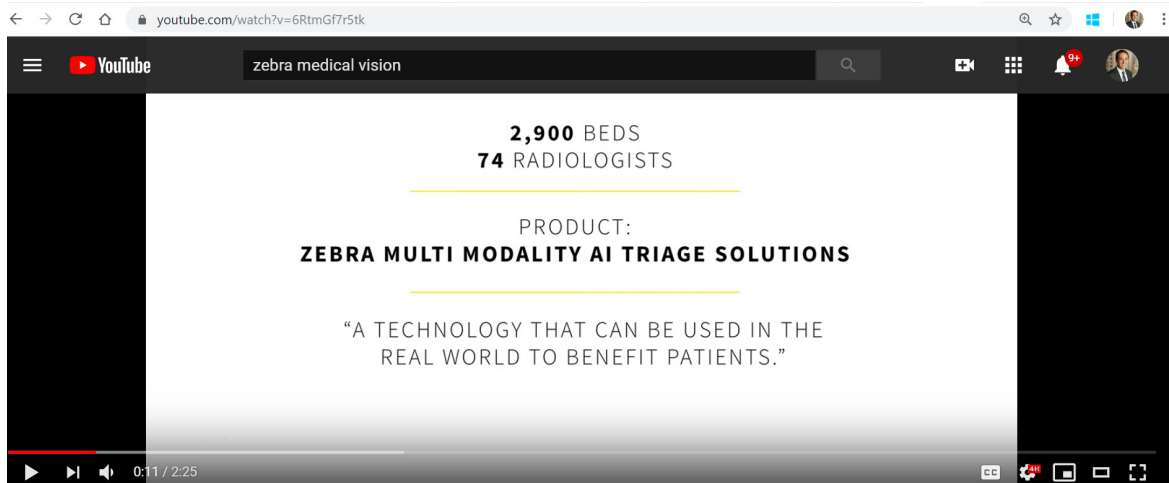
PROVIDE HUMANITY WITH AUTOMATED, ACCURATE & TIMELY MEDICAL IMAGE DIAGNOSIS

Zebra's mission is to provide radiologists the tools they need to make the next leap in patient care. The demand for medical imaging services is continuously increasing, outpacing the supply of qualified radiologists and stretching them to produce more output, without compromising patient care. Only by adopting new technology that significantly enhances the capabilities of radiologists, can this crisis be mitigated. Zebra is empowering radiologists with its revolutionary AI1 offering which helps health providers manage the ever increasing workload without compromising quality.

44. The examples from Zebra Medical's website below demonstrate that third parties associate the ZEBRA house mark with Zebra Medical and its products and services.



45. The screenshot below was taken from Zebra Medical's YouTube channel and shows that Zebra Medical refers to one of its products as “ZEBRA Multi Modality AI Triage Solutions.”



46. Zebra Technologies’ products and services using the ZEBRA Marks were marketed and sold to American hospitals and radiology departments long before Zebra Medical began offering products and services in the United States.

47. Zebra Technologies’ rights in the ZEBRA Marks and the ZEBRA Registrations predate any trademark rights upon which Zebra Medical may rely by decades.

48. On information and belief, Zebra Technologies and Zebra Medical currently market their respective products and services in the same trade channels and to the same customers, including without limitation, to hospitals and healthcare systems that have radiology departments.

49. In addition, on information and belief, Zebra Technologies and Zebra Medical have sold products and services to the same customers, including without limitation, to Siemens and GE.

50. On information and belief, the same individuals who decide whether to purchase Zebra Technologies’ products and services also decide whether to purchase Zebra Medical’s software.

51. Zebra Technologies currently works with more than thirty healthcare technology companies, whose products likely will interoperate with Zebra Medical’s software if they do not

already. For instance, on information and belief, Zebra Medical's software integrates with Epic Systems Corporation's EPIC medical records software.

52. On information and belief, Zebra Medical attends and presents at healthcare tradeshows, including without limitation the upcoming HIMSS Global Health Conference & Exhibition in Orlando, Florida, from March 9-13, 2020.

53. Zebra Medical's actions, including use and promotion of Zebra Medical's products under the ZEBRA Marks, have been without the authorization, permission or consent of Zebra Technologies.

54. Zebra Medical's infringing conduct has caused actual consumer confusion and has deceived consumers into thinking that Zebra Medical and its products and/or services are authorized by, or affiliated, connected or otherwise associated with Zebra Technologies and/or its products and/or services.

55. Zebra Medical's purposeful expansion of its use of marks confusingly similar to the ZEBRA Marks into the United States with preexisting knowledge of Zebra Technologies' rights in the ZEBRA Marks constitutes willful infringement.

56. As a result of Zebra Medical's conduct, Zebra Technologies has suffered and continues to suffer irreparable injury to itself, its reputation, the ZEBRA Marks, and the goodwill represented by the ZEBRA Marks for which there is no adequate remedy at law, entitling Zebra Technologies to injunctive relief.

COUNT I
Federal Trademark Infringement
(15 U.S.C. § 1114)

57. Zebra Technologies incorporates by reference all allegations contained in the foregoing paragraphs.

58. Zebra Medical, without the authorization, permission or consent of Zebra Technologies, has made use in interstate commerce of the ZEBRA Marks reflected in the Zebra Registration, and trademarks that are confusingly similar to the ZEBRA Marks in connection with the sale, offering for sale, distribution and/or advertising of Zebra Medical's goods and/or services.

59. Zebra Medical's use of the ZEBRA Marks and trademarks that are confusingly similar to the ZEBRA Marks is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Zebra Medical's software is made or distributed by Zebra Technologies, or is associated or connected with Zebra Technologies, or has the sponsorship, endorsement, or approval of Zebra Technologies. Such confusion is especially likely given Zebra Technologies' established presence in major healthcare facilities worldwide.

60. Zebra Medical's acts complained of herein constitute trademark infringement in violation of 15 U.S.C. § 1114.

61. Zebra Medical's activities are causing and, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception of members of the trade and public, and, additionally, injury to Zebra Technologies' goodwill and reputation as symbolized by the ZEBRA Marks, for which Zebra Technologies has no adequate remedy at law.

62. Zebra Medical's actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with the ZEBRA Marks to Zebra Technologies' great and irreparable harm.

63. Zebra Medical has caused and is likely to continue causing substantial injury to the public and to Zebra Technologies, and Zebra Technologies is entitled to injunctive relief and to recover Zebra Medical's profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

COUNT II
Federal Unfair Competition and False Designation of Origin
(15 U.S.C. § 1125(a))

64. Zebra Technologies incorporates by reference all allegations contained in the foregoing paragraphs.

65. Zebra Medical, without the authorization, permission or consent of Zebra Technologies, has made use in interstate commerce of the ZEBRA Marks and trademarks that are confusingly similar to the ZEBRA Marks in connection with the sale, offering for sale, distribution and/or advertising of Zebra Medical's goods and/or services.

66. Zebra Medical's use of the ZEBRA Marks and trademarks that are confusingly similar to the ZEBRA Marks is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Zebra Medical's software is made or distributed by Zebra Technologies, or is associated or connected with Zebra Technologies, or has the sponsorship, endorsement, or approval of Zebra Technologies. Such confusion is especially likely given Zebra Technologies' established presence in major healthcare facilities worldwide.

67. Zebra Medical's actions complained of herein constitute false representations, false descriptions, and false designations of, on, or in connection with its goods in violation of 15 U.S.C. § 1125(a).

68. Zebra Medical's activities are causing and, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception of members of the trade and public, and, additionally, injury to Zebra Technologies' goodwill and reputation as symbolized by the ZEBRA Marks, for which Zebra Technologies has no adequate remedy at law.

69. Zebra Medical's actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with the ZEBRA Marks to Zebra Technologies' great and irreparable harm.

70. Zebra Medical has caused and is likely to continue causing substantial injury to the public and to Zebra Technologies, and Zebra Technologies is entitled to injunctive relief and to recover Zebra Medical's profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1125(a), 1116, and 1117.

COUNT III
Common Law Unfair Competition

71. Zebra Technologies incorporates by reference all allegations contained in the foregoing paragraphs.

72. On information and belief, Zebra Medical's willful, intentional and illegal acts, as alleged in this Complaint, have interfered and will interfere with Zebra Technologies' ability to conduct its business, and constitutes unfair competition at common law.

73. As a result of Zebra Medical's willful, intentional and illegal acts, Zebra Technologies has suffered commercial damages for which it may recover.

COUNT IV
Deceptive Trade Practices Pursuant To 815 ILCS §§ 510/1, et seq.

74. Zebra Technologies incorporates by reference all allegations contained in the foregoing paragraphs.

75. Zebra Medical has knowingly and willfully engaged in deceptive trade practices within the meaning of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS §§ 510/1 *et seq.*, by causing likelihood of confusion or misunderstanding as to the source, origin, or sponsorship of the parties' respective products or services; causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association of Zebra Medical or Zebra Medical's software with Zebra Technologies or the ZEBRA Products and Services; and using deceptive representations or designations of origin in connection with Zebra Medical's software.

76. The unauthorized use by Zebra Medical of the ZEBRA Marks and trademarks that are confusingly similar to the ZEBRA Marks is causing and is likely to cause substantial injury to the public and to Zebra Technologies, and Zebra Technologies has no adequate remedy at law for this injury. Zebra Technologies is entitled to injunctive relief and to an award of its costs and attorney's fees under 815 ILCS § 510/3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment for Plaintiff and against Defendant as follows:

A. That Defendant infringes Zebra Technologies' ZEBRA Marks, including without limitation the ZEBRA Marks reflected in U.S. Registration Numbers 4,128,951, 4,128,950, 4,786,639, 4,969,397, 4,979,125 and 5,036,901.

B. That the Court preliminary and permanently enjoin and restrain Defendant and its officers, directors, agents, employees and all persons in active concert or participation with Defendant who receive actual notice of the injunction, by personal service or otherwise, from doing, abiding, causing, contributing to, inducing or abetting any of the following:

- (a) Infringing or contributing to the infringement of the ZEBRA Marks;
- (b) Engaging in any acts or activities directly or indirectly calculated to infringe the ZEBRA Marks;
- (c) Using the ZEBRA Marks or any designation that is confusingly similar thereto in any marketing or promotional materials, including without limitation on Defendant's website;
- (d) Using the house mark Zebra Medical Vision;
- (e) Using the trade name Zebra Medical Vision;

- (f) Using any statements or omissions that are likely to cause confusion or mistake, or to deceive customers into falsely believing that Defendant and/or Defendant's goods or services originate with or are approved by, sponsored by, endorsed by, or otherwise affiliated with Plaintiff and/or the ZEBRA Products and Services; and
- (g) Otherwise competing unfairly with Plaintiff in any manner whatsoever.

C. That the Court find that Defendant's infringement of the ZEBRA Marks is and has been willful and committed with reckless disregard of Plaintiff's rights.

D. That the Court order Defendant to deliver up to Plaintiff for destruction, at Defendant's expense, all marketing collateral and communications to the public in the possession or under the control of Defendant that contain the ZERBA Marks or any designation that is confusingly similar thereto.

E. That the Court order Defendant to account for and pay to Plaintiff the damages to which Plaintiff is entitled as a consequence of Defendant's infringement of Plaintiff's ZEBRA Marks.

F. That the Court order Defendant to account for and to pay over to Plaintiff all damages suffered by Plaintiff as a result of Defendant's unfair competition.

G. That the Court order Defendant to account for and pay over to Plaintiff all profits received by Defendant from its unlawful acts.

H. That the Court enter an order placing reasonable but effective restrictions on Defendant's future transactions and activities so as to prevent fraud on the Court and ensure Defendant's capacity to pay, and the prompt payment of, any judgment entered against Defendant in this action.

I. That the Court declare this an exceptional case and award Plaintiff treble damages, attorneys' fees, profits, and the costs of the action, as provided by 15 U.S.C. § 1117 and/or 815 ILCS § 510/3.

J. That the Court award Plaintiff pre-judgment and post-judgment interest on each and every monetary award.

K. That Plaintiff be awarded such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff respectfully requests a jury trial on all issues so triable.

Date: February 3, 2020

Respectfully submitted,

/s/ Brent A. Hawkins

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California Bar No. 314266
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